

Proposal / Services Agreement

QX Voice™ Integrated Services

Submitted to Mary Queen of the Holy Rosary School

2/5/2015

Disclosure Statement:

The information containing in this proposal shall not be disclosed outside Mary Queen of the Holy Rosary School and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

"Quality and eXcellence"

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www.qx.net

Overview

QX.NET is ideally suited to be the partner that delivers Voice and Data services. With expert staff and extensive experience in voice, data and Internet communications services, QX.NET works efficiently to analyze the current environment and develop a plan to drive future business success. This proposal details our proven approach to assist our clients in achieving its strategic goals through the use of technology and communications.

QX.NET - Background and Experience

QX.NET is pleased to announce the introduction of **QX Voice™**, our complete **VOICE and Internet solution for businesses**. The Internet continues to emerge as the new backbone of telecommunications industry. Today, almost 20% of land-based calls already travel over the Internet at some point, reflecting its ever-increasing quality and reliability. By moving to an Internet telephone solution (VOIP), users realize tremendous benefits versus almost any existing land-line based telephone system. And with **QX Voice™** from QX.NET, businesses can take advantage of both functional *and* financial benefits from an integrated voice and data/Internet solution over a single communications circuit.

QX Voice™™ includes:

- Enterprise Grade Dedicated Internet Access
- Pre-Packaged Calling Bundles
- Expert Local Support Available 24x7x365

.... And many more features that allow you to take total control of all your company's communication needs.

QX VOICE Monthly Pricing

The following prices are quoted to Mary Queen of the Holy Rosary School for services requested.

Services	Monthly
Full PRI consisting of 23 lines of service, 30 DIDs with unlimited local calling with 2000 minutes of nationwide long distance included. QX Enterprise 20 Mb x 20 Mb Internet connection included.	\$1082.99
Total	\$1082.99

QX.NET believes these numbers to be accurate based on the information provided. QX.NET reserves the right to submit modification to the proposed design and prices should the base-line data change or should the configuration requested by Mary Queen of the Holy Rosary School change. Included nation wide long distance minutes does not cover international calling. All international calls will be billed at best available rate.

Pricing Summary

Summary	Non-Recurring Charges	Recurring Charges
Full PRI consisting of 23 lines of service, 30 DIDs with unlimited local calling with 2000 minutes of nationwide long distance included. QX Enterprise 20 Mb x 20 Mb Internet connection included.	NA	\$1082.99
Each minute of long distance beyond the included 2000 minutes	NA	\$0.039 per minute

TOTAL MONTHLY RECURRING CHARGES - \$1082.99

TOTAL NON-RECURRING CHARGES - \$0.00

CONTRACT TERM - 36 MONTHS

To accept this contract, please initial here DS
RB and then sign on the next page.

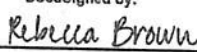
Summary

QX.NET delivers the communications and web-based services business customer's want and need to streamline all communications. QX.NET delivers services in pre-integrated bundles that are easy to use and provide cost savings for business over their current telecommunications services. With QX.NET, these organizations get smooth, secure fast communications with employees, customers, clients, and suppliers. With QX.NET services, a business, firm, or organization runs more smoothly and looks sharper to their customers and suppliers.

We welcome questions and dialog regarding this proposal and the services offered so that we may explain anything that we may have, unintentionally, left unclear.

Consent to Jurisdiction and Forum Selection. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Fayette, State of Kentucky. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph.

By Signing Below, The Lowry Group agrees to all of the stated terms. This agreement is between QX Networking and Design Inc. and Mary Queen of the Holy Rosary School.

Company Name	Mary Queen of the Holy Rosary
Address	605 Hill N Dale Road
Address	Lexington, KY 40503
Authorized Signature	<small>DocuSigned by:</small> 
Printed Name	<small>F251003C4E52419...</small> Rebecca Brown
Title	Principal
Date	2/6/2015

CONTRACT TERM – 36 MONTHS

This contract assumes a yearly service agreement, and does not include applicable taxes. Tax rates may adjust over the period of this agreement. Billing will commence on July 1st 2015 or upon installation of service.

This agreement will auto-renew for 12 month periods without written intent to cancel services at least 45 days prior to the contract expiration date. Should the QX.net client terminate this agreement before the initial 12 months of service, the remainder of the contracted amount will become due. Should the QX.net client terminate this agreement after the initial 12 months, \$4500 will become due. This agreement will be governed by QX.net Terms of Service (TOS) which can change without QX.net notifying each individual client.

VOIP EMERGENCY SERVICE DISCLAIMER

1. INTERNET ACCESS AND OTHER SUBSCRIBER OBLIGATIONS.

QX.net, Inc. IS NOT A TELECOMMUNICATIONS CARRIER AND PROVIDES INTERNET CONNECTIVITY AND VOIP TELEPHONY ONLY, NOT TRADITIONAL TELEPHONE SERVICE.

2. EMERGENCY CALLING (911 AND E911) LIMITATIONS; INTERRUPTION OF SERVICE AND LOSS OF EMERGENCY E911 SERVICE.

You may experience interruption of Service (or of certain features of the Service) or degraded service quality at any time and without notice. You will likely experience Service outages in the event of electric power outages affecting your business or the area in which QX.net, Inc. provides the Service. While QX.net, Inc. will make commercially reasonable efforts to minimize the disruptive effects of such interruptions, degraded service quality, or outages, it makes absolutely no guarantees or assurances that these will not occur. Except as otherwise provided in the Agreement, such commercially reasonable efforts are QX.net, Inc.'s sole obligation regarding such interruptions.

Such outages or other Service disruption may include loss of emergency 911 Service dialing capabilities for extended periods of time.

It is likely that You currently have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when You dial 911, your telephone number and registered address is sent to the emergency 911 center (sometimes referred to as a "public-safety answering point" or "PSAP") assigned to your location, thus giving emergency operators access to your telephone and address information and permitting them to immediately respond to your emergency call. If You are located in an area where the emergency center does not support E911 (i.e., is not capable of simultaneously receiving your telephone number and address) You have basic 911 service. With basic 911, the local emergency operator will not have immediate access to your call back number or your exact location when receiving your emergency call. Accordingly, You must be prepared to give the basic 911 operator this information. Until and unless You do so, the basic 911 operator may be unable to call You back or to otherwise assist You in the event of an emergency.

QX.net, Inc. depends upon its underlying E911 provider to assist in supporting your 911 and E911 calls. As they upgrade our underlying connections to emergency call centers and as these emergency call centers are upgraded from 911 to E911 answering capabilities to

support E911 information, QX.net, Inc. will automatically upgrade customers from basic 911 to E911 service. You will not receive notice of this upgrade. Accordingly, as a precaution, You should be prepared to give the local operator the basic 911 information described above. Furthermore, our 911 and E911 Services may not function in the event of an electric power outage until power is restored. Following an electric power outage, You must reset or reconfigure the terminal adapter equipment prior to utilizing the Service, including 911 and E911 Service. WE RECOMMEND THAT YOU HAVE AN ALTERNATIVE TELEPHONE SERVICE, EITHER WIRELESS OR WIRELINE, THAT IS CAPABLE OF SUPPORTING 911 OR E911 CALLING AND IS AVAILABLE AS AN ALTERNATIVE AT ALL TIMES IN CASE OF AN EMERGENCY. PLEASE NOTE THAT SOME FORMS OF WIRELESS SERVICE DO NOT SUPPORT AUTOMATIC LOCATION IDENTIFICATION OR HAVE OTHER E911 CALLING LIMITATIONS.

BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO ASSUME THE RISK OF LOSING EMERGENCY 911 DIALING CAPABILITIES AND CONSENT TO THE DISCLOSURE OF YOUR TELEPHONE NUMBER AND OTHER IDENTIFYING INFORMATION TO EMERGENCY 911 AUTHORITIES AS QX.net, Inc. DEEMS NECESSARY IN ITS SOLE OPINION AND DISCRETION.

PLEASE NOTE FURTHER THE FOLLOWING LIMITATIONS ON QX.net, Inc. 911 AND E911 SERVICE:

911 and E911 Service may be limited or unavailable in the following circumstances:

- A. In certain geographic areas where QX.net, Inc's underlying E911 provider has limited access (or no access at all) to the PSAP's facilities;
- B. If your QX.net, Inc. Internet connection, equipment, Services or other broadband access connections are disconnected, suspended, or interrupted;
- C. If You modify your equipment or relocate your equipment to a location other than to the location that You registered with us ("Registered Location");
- D. If you change your phone number or if You add new phone numbers to your account. (Please note that You must give us your updated Registered Location specifying the location where You will use the Service for each changed or new phone number);
- E. If there are delays or disruptions of Service in the network or Services of QX.net, Inc's underlying E911 provider;
- F. If there are network congestion, disruptions, or other problems associated with QX.net, Inc's network;

- G. If your Service is interrupted or terminated for any reason, including the suspension or termination of your account with QX.net, Inc. for non-payment of invoices.

3. LIMITATION OF LIABILITY AND DISCLAIMERS.

YOU SPECIFICALLY AGREE THAT IN NO EVENT WILL QX.net, Inc. (OR ANY OF ITS AFFILIATES, OR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH ANY USE OF (OR INABILITY TO USE) THE SERVICE OR WITH ANY USE OF (OR INABILITY TO USE) EMERGENCY 911 SERVICES IN CONNECTION THEREWITH. YOU ALSO AGREE TO RELEASE AND DISCHARGE QX.net, Inc., ITS AFFILIATES (TOGETHER WITH ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS) FROM ANY AND AGAINST ALL ACTIONS, LAWSUITS, CLAIMS, DAMAGES, JUDGEMENTS, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) WHATSOEVER THAT YOU MAY OTHERWISE HAVE IN CONNECTION WITH USE (WHETHER BY YOU OR BY ANY OTHER PERSON) OF THE SERVICES THAT ARE PROVIDED TO YOU UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE YOUR RIGHT (AND COVENANT NOT) TO BRING SUIT FOR SAID CLAIMS AGAINST US OR ANY OF THE OTHER PERSONS MENTIONED IN THE PREVIOUS SENTENCE.

QX.net, Inc. also has no physical control over whether, or the manner in which, calls using our 911 Service are delivered by our underlying 911 provider or whether or if they are properly answered or addressed by any local emergency response center. ACCORDINGLY, QX.net, Inc. HEREBY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE HANDLING OF SUCH CALLS BY ANY THIRD PARTY OR FOR ANY OTHER CONDUCT OF THE LOCAL EMERGENCY RESPONSE CENTER OR OF THE NATIONAL EMERGENCY CALLING CENTER USED BY QX.net, Inc. UNDERLYING 911 PROVIDER.

QX.net, Inc. also relies on its underlying 911 provider and other third parties to route 911 Emergency calls to the proper emergency response center. QX.net, Inc. DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY FAILURE OR OMISSION ON THE PART OF SUCH THIRD PARTY. BY USING THE SERVICES, YOU AGREE THAT NEITHER QX.net, Inc., NOR ANY OF ITS AFFILIATES (OR ITS OR THEIR OFFICERS, EMPLOYEES, OR AGENTS) WILL HAVE ANY SUCH LIABILITY OR RESPONSIBILITY AND, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE YOUR RIGHT TO BRING ANY CLAIM AGAINST QX.net, Inc., ITS OFFICERS, EMPLOYEES OR AGENTS, ARISING FROM OR IN CONNECTION WITH THE EMERGENCY 911

SERVICE, EXCEPT WHERE SUCH CLAIMS RESULT FROM QX.net, Inc's (OR ITS EMPLOYEES' OR AGENTS') GROSS NEGLIGENCE OR RECKLESS OR WILLFULL MISCONDUCT.

FURTHERMORE, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD QX.net, Inc., ITS EMPLOYEES, AND AGENTS HARMLESS FROM ANY SUCH CLAIM BROUGHT, ASSERTED OR THREATENED BY ANY THIRD PARTY UNLESS CAUSED QX.net, Inc's (OR ITS EMPLOYEES' OR AGENTS') GROSS NEGLIGENCE OR RECKLESS OR WILLFULL MISCONDUCT.

IF YOU HAVE ANY QUESTIONS ABOUT THESE LIMITATIONS AND DISCLAIMERS, PLEASE CONTACT US BY TELEPHONE AT 877-835-1928 OR EMAIL US AT info@qx.net. YOU SHOULD NOT SIGN UP FOR THE SERVICE UNLESS YOU FULLY UNDERSTAND AND AGREE WITH THESE LIMITATIONS AND DISCLAIMERS.

4. YOUR OBLIGATION TO REGISTER YOUR LOCATION, TO GIVE OTHERS NOTICE OF EMERGENCY 911 LIMITATIONS - INCLUDING PLACING 911 WARNING STICKERS ON YOUR PHONE.

A. Your Obligation to Register the Address of Your Physical Location

For each telephone number that You use for the Service, AT THE TIME THAT YOU SUBSCRIBE TO THE SERVICE You must register with QX.net, Inc. (at 877-835-1928 or at info@qx.net) the address of the physical location where You will be using the Service along with your subscription information below.

Importantly, when and if You move the Service or your equipment to another location, YOU MUST AGAIN REGISTER THAT NEW LOCATION WITH QX.net, Inc. If You do not register your new location, any calls You make using the 911 Service feature may be sent to an emergency center near your old address.

B. Your Obligation to Give Others Notice of Emergency 911 Limitations .

IN ADDITION, YOU AGREE TO BE FULLY RESPONSIBLE AT ALL TIMES DURING THE TERM OF THIS AGREEMENT FOR NOTIFYING ALL MEMBERS OF YOUR HOUSEHOLD AND ALL OTHER PERSONS AT YOUR LOCATION OF INTERRUPTIONS, THE POSSIBLE LOSS OF EMERGENCY 911 DIALING CAPABILITIES, AND OF PRESS 8 LP'S LIMITATIONS OF LIABILITY AND DISCLAIMERS DESCRIBED IN THE PREVIOUS PARAGRAPHS. YOU ALSO AGREE (TO THE FULLEST EXTENT PERMITTED BY

LAW) TO INDEMNIFY, DEFEND AND HOLD QX.net, Inc., ITS SUPPLIERS (INCLUDING ITS UNDERLYING E911 PROVIDER), TOGETHER WITH ITS AND THEIR AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS) FROM OR AGAINST ANY AND ALL ASSERTED OR THREATENED CLAIMS (AS THAT TERM IS DEFINED ABOVE) TO THE EXTENT ARISING FROM OR IN CONNECTION WITH THE USE OF THE SERVICE BY ANY PERSON OR ENTITY OTHER THAN THE PERSON SIGNING BELOW OR WITH YOUR FAILURE TO COMPLY WITH THE E911 NOTIFICATION OBLIGATIONS SET FORTH BELOW.

Home alarm systems, fax machines and other devices that attach to your home computers, local telephone service, cable system or other devices may not work with the Service and QX.net, Inc. MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WHATSOEVER THAT THE SERVICE WILL WORK WITH THESE DEVICES. Additional Service limitations are or may be set forth elsewhere in the Agreement (including the Terms and Conditions at www.qx.net, as amended from time to time in accordance with the provisions thereof. It is your obligation to periodically review QX.net, Inc's Website to review these limitations and amendments.

By signing below, you fully understand the information contained in this disclaimer:

Signature	<div>DocuSigned by: <i>Rebecca Brown</i> F251003C4E52419...</div>
Printed name	Rebecca Brown
Title	Principal
Address	605 Hill N Dale Road Lexington, KY 40503